was found in the deed of conveyance from the respondent to Morse. If, however, the second holder instead of taking a conveyance had in turn disseised the first disseisor, the doctrines of tacking could not have been invoked.

The Massachusetts view has commanded general acquiescence. *Overfield* v. *Christie*, 7 S. & R. 173. It would seem that the term, "privity," between the disseisor and his grantee, could only be satisfied by a devise or conveyance which would be effectual to transfer the land had the grantor a perfect title. But it has been held illogically in some jurisdictions where "privity" is required, that a defective deed, or even a mere oral transfer, is sufficient. *Weber* v. *Anderson*, 73 Ill. 439. It is to be noted, however, that Massachusetts adheres to a strict interpretation of the test it has laid down. *Ward* v. *Bartholemew*, 6 Pick. 409. But is not this rule a purely arbitrary check? It is hard to see why a second disseisor should not be allowed to add to his term that of his immediate disseisee to protect himself against the procrastinating owner. It has been argued that the seisin of the proprietor revives, and that a new disseisin is effected by the later disseisor. But unless there is a distinct interval between the two occupancies, the seisin of the first wrongdoer passes directly to the second. Moreover, it seems that the case should be looked at from the point of view of the person who brings suit. If his laches has been continuous for the necessary period, the spirit of the Statute of Limitations seems to require his failure. And there is authority for this position. *Fanning* v. *Willcox*, 3 Day, 258. Speaking broadly, then, where possession has been continuously adverse to the true owner for twenty years, "privity" of successive occupants is irrelevant. 9 HARVARD LAW REVIEW, 279.

COVENANTS RESTRICTING THE USE OF CHATTELS. — The so-called doctrine of equitable easements — that covenants restricting the use of land will bind a purchaser with notice — has been extended by a recent decision of the New York Supreme Court to covenants restricting the use of chattels. A Catholic association, having a copyright on a certain prayer book, sold a set of plates to the plaintiff, and covenanted not to sell below a certain price copies from the plates which they retained. The association afterwards disposed of their set of plates to the defendant who had notice of the covenant. The defendant having sold books below the stipulated price was enjoined from so doing and was forced to pay damages to the plaintiff. *Murphy* v. *Christian Press Association*, New York Law Journal, March 15, 1899. The court reasoned that there was no difference in principle between a covenant concerning land and one concerning chattels, and that this particular covenant was not in restraint of trade, since it referred to the use of a copyright. It cannot be doubted that this reasoning is correct. While the defendant was not of course liable on the covenant itself, his conscience was affected by his notice, and in equity he stood in no better position than his vendor. The only question in such a case would seem to be, whether the vendor himself could have been enjoined from breach of his contract. As to this point, the principal case is undoubtedly correct, for agreements as to the use of copyrights can generally be enforced specifically, owing to the inadequacy of any legal remedy. High, Injunctions, § 1171.

As regards personal property, equity will rarely decree specific performance of a contract of sale, and *a fortiori* it will not enforce a covenant

as to the use of chattels, since there is ordinarily a sufficient remedy at law. And as to those chattels which are recognized in equity, shares of stock, for example, a restriction on their use would generally be in restraint of trade, — an objection escaped in the principal case only because the covenant related to the use of a copyright which is itself a monopoly. Moreover, considerations of commercial expediency have led some courts to protect purchasers of chattels, even with notice, though a bill for specific performance would have been sustained against the vendor; as, for example, where the purchaser with notice of a prior mortgage of all subsequently acquired property, is protected, though a bill for a new legal mortgage could have lain against his vendor. *Moody* v. *Wright*, 13 Met. 17; *Hunter* v. *Bosworth*, 43 Wis. 583. Whether the principal case would be followed in such jurisdictions, on the ground that patents and copyrights are peculiarly favored in equity, seems somewhat doubtful. These considerations probably account for the surprising lack of authority on the point, which itself seems to indicate that the principal case is of more theoretical than practical interest.

Revocation of Licenses. — A distinction is made at common law between a parol license given to do something on the land of the licensor and a parol license to do an act on the licensee's own land inconsistent with some easement of the licensor. In the former the legal effect of the permission is merely to excuse the trespass, though the enjoyment of the privilege till the license is withdrawn gives an interest not unlike an easement. In the latter the legal effect is to extinguish an already existing easement. The rule as to the revocation of these licenses is in some respects clear. Until they have been acted upon both may be recalled at will. When the effect of the license is to extinguish an easement it is irrevocable if acted upon. *Morse* v. *Copeland*, 2 Gray, 302. If, however, permission has been given to do something on the land of the licensor, and expenditures have been made in reliance on it, the common law allows the licensor to withdraw the license. *Fentiman* v. *Smith*, 8 East, 308. The difficulty arises in the apparent injustice to the licensee in this class of cases. In some cases equity will interfere on the ground of equitable estoppel, and refuse to permit the revocation. *Rerick* v. *Kern*, 14 S. & R. 267, though a decision at law has been followed in the courts of equity in some states.

A recent decision has refused to apply the doctrine of estoppel when the effect would be to create an easement. *Great Falls Waterworks Co.* v. *Great Northern Ry. Co.*, 54 Pac. Rep. 963 (Mont.). The plaintiff, by parol license, laid watermains across land of a town-site company and used them for more than six years. Part of the land was conveyed to the defendant, with notice of the existence of the pipes. Subsequently the railway company attempted to remove the mains, and the plaintiffs asked for an injunction to restrain them. The court, in refusing relief, disapproved of estoppel as defeating the common law policy regarding the creation of easements.

Whether or not equity ought to grant an injunction, which has the practical effect of creating an easement on the licensor's land in favor of the licensee, depends in the first instance on the circumstances under which the license is given. If there is an agreement, on the basis of